



Land of Illusion Adventure Park RELEASE OF LIABILITY FORM

In consideration of being allowed to use the facilities and participate in Aqua Adventures inside Land of Illusion Adventure Park and other activities (collectively the "Activities") provided by Land of Illusion Adventure Park / Aqua Adventures (the "Host"), the Participant and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

That I, the undersigned, am using the Aqua Adventures activities including but not limited to the Wubit Adventure Zone, Stand Up Paddleboards, and other activities hereinafter referred to as the "Activities", at my own risk, which I voluntarily assume.

In consideration of the fee paid by me, and in full recognition of the risks involved with such equipment and structure, which risks I voluntarily assume, I, the undersigned, hereby release the Host and its members, agents, servants, and employees, officers and directors and agree to hold them harmless from any and all liability, claims, damages, actions, and causes of action whatsoever, for loss, damage, or injury to person, including death, and whether sustained by myself, my spouse, my parents, my child or children, or property, regardless of how arising, and however caused including but not limited to all kinds and degrees of negligence (except willful or wanton negligence or misconduct) which the Host and/or its employees may commit or be charged with, whether consisting of omission or commission, whether separately or concurrently with someone else, and sustained by me, or us, my spouse, my parents, my child or children, in connection, directly or indirectly, with the use of the Activities. This release shall be binding upon me, my heirs, next of kin, and legal representative.

I further agree that I am personally liable and responsible for paying any claims which may arise as a result of the use of Activities, including, but not limited to any claims for personal injury, any claims for property damage to any equipment or to other property, any claims for loss of equipment or loss of use of any equipment, any claims for diminution in value of any equipment, any claims for the cost of repairing or replacing any equipment or any other claims of any kind or nature which may arise from the use of any equipment while in my possession. I further authorize the Host to bill any such charges or costs to my credit card or to my account as the Host deems appropriate.

I acknowledge the Wubit Adventure Zone is unguided, and I will participate in a mandatory safety briefing session prior to the start of the Activity. Should I prove unwilling or unable to follow the safety rules while undertaking the Activities I acknowledge that the Host has the right to and may immediately end my use of the Activities and have me leave the premises.

I acknowledge that I am required to wear a Coast Guard approved life jacket while participating in the Activities. I am aware that guides or instructors are available to answer any questions that I may have as to proper use of the equipment. I am aware that the physical exertion required to use the Wubit Adventure Zone and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that the level of participation is always completely up to the individual.

I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of the state of OHIO. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims that I may bring against the Host shall be submitted to the

jurisdiction of the courts of Butler County, OH and that no claims against the Host shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.

I am aware that once I have completed the safety briefing session, no refunds will be made for the Activities, including passes for future use of the course.

I understand that as a part of my participation in this event my photograph may be taken by a representative of the Host or any media that may be present and that my photograph may be used in promotional advertising or media coverage. This constitutes my authorization to use my image for such purposes.

Important Information

- o Each guest or an authorized guardian for children under 18 years of age must complete an Aqua Adventures Release of Liability form before starting the course
- o Guests must wear a USCG Personal Flotation Device (DFD) and keep it buckled and zipped at all time
- o Do not swim underneath any of the inflatables.
- o Sharp objects (such as jewelry, hair pins, etc.) or other dangerous materials are not permitted
- o No Refunds!
- o Anyone who appears to be under the influence of drugs or alcohol may not participate in the Wibit Adventure Zone.
- o Pregnant women are prohibited from going on the Wibit Adventure Zone course.
- o The Host reserves the right to remove anyone who disregards the safety rules. There will be no refunds if such action is required.
- o Land of Illusion Adventure Park reserves the right to close the Wibit Adventure Park without refund at any time due to inclement weather deemed unsafe for guests
- o The Host may not be held responsible for lost or damaged personal items. Absolutely no one is allowed to dive under the Wibit Adventure Zone to retrieve a lost item or for any other reason.
- o No coolers are allowed into park.
- o Proper swim gear is required. No cut off shorts or jeans are allowed on Wibit.
- o No alcohol is served on Sundays.

Names of Participants:

Zip Code: _____

Phone Number: _____ Email: _____

(If the participant is under 18, their parent or guardian must also sign below)

Signature: _____ **Date:** _____